

Sevan Gobel, Esq. (SBN: 221768)
sgobel@lbbklaw.com

LAGASSE BRANCH BELL + KINKEAD LLP
 626 Wilshire Blvd., Suite 1000
 Los Angeles, CA 90017
 Telephone: (213) 817-9152
 Facsimile: (213) 817-9154

NOTE: CHANGES MADE BY THE COURT

Attorneys for Defendant
 COSTCO WHOLESALE CORPORATION

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

HELEN BARADARIAN,

Plaintiff,

vs.

COSTCO WHOLESALE
 CORPORATION, and DOES 1 through
 20, inclusive,

Defendants.

CASE NO. 2:23-cv-02761 SVW (JPRx)

*[Assigned to Hon. Stephen V. Wilson,
 District Judge, and Hon. Jean P.
 Rosenbluth, Magistrate Judge]*

DISCOVERY DOCUMENT:
 REFERRED TO MAGISTRATE
 JUDGE JEAN P. ROSENBLUTH

**ORDER RE: STIPULATED
 PROTECTIVE ORDER FOR
 STANDARD LITIGATION**

State Action filed: 02/21/2023

The Court, having received the STIPULATED PROTECTIVE ORDER FOR STANDARD LITIGATION, executed by Plaintiff HELEN BARADARIAN (“Plaintiff”) and Defendant COSTCO WHOLESALE CORPORATION (“Costco” or “Defendant,” collectively “the Parties”), having considered the representations set forth therein, and finding good cause thereof, orders as follows:

**PURSUANT TO STIPULATION AND FOR GOOD CAUSE SHOWN,
 A PROTECTIVE ORDER IS ENTERED AS FOLLOWS:**

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1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. Accordingly, the Court enters the
6 following Stipulated Protective Order. The Parties acknowledge that this Order
7 does not confer blanket protections on all disclosures or responses to discovery and
8 that the protection it affords from public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The Parties further acknowledge, as set forth in Section
11 13.3, below, that this Stipulated Protective Order does not entitle them to file
12 confidential information under seal; the applicable Federal Rules of Civil
13 Procedure and local rule must be followed and the standards that will be applied
14 when a party seeks permission from the court to file material under seal.

15 **2. DEFINITIONS**

16 2.1 Challenging Party: a Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
19 how it is generated, stored or maintained) or tangible things that qualify for
20 protection under Federal Rule of Civil Procedure 26(c).

21 2.3 Counsel (without qualifier): Outside Counsel of Record and House
22 Counsel (as well as their support staff).

23 2.4 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL.”

26 2.5 Disclosure or Discovery Material: all items or information, regardless
27 of the medium or manner in which it is generated, stored, or maintained (including,
28 among other things, testimony, transcripts, and tangible things), that are produced

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1 or generated in disclosures or responses to discovery in this matter.

2 2.6 Expert: a person with specialized knowledge or experience in a
3 matter pertinent to the litigation who has been retained by a Party or its counsel to
4 serve as an expert witness or as a consultant in this action.

5 2.7 House Counsel: attorneys who are employees of a party to this action.
6 House Counsel does not include Outside Counsel of Record or any other outside
7 counsel.

8 2.8 Non-Party: any natural person, partnership, corporation, association,
9 or other legal entity not named as a Party to this action.

10 2.9 Outside Counsel of Record: attorneys who are not employees of a
11 party to this action but are retained to represent or advise a party to this action and
12 have appeared in this action on behalf of that party or are affiliated with a law firm
13 which has appeared on behalf of that party.

14 2.10 Party: any party to this action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their
16 support staffs).

17 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this action.

19 2.12 Professional Vendors: persons or entities that provide litigation
20 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)
22 and their employees and subcontractors.

23 2.13 Protected Material: any Disclosure or Discovery Material that is
24 designated as "CONFIDENTIAL."

25 2.14 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

27 **3. SCOPE**

28 The protections conferred by this Stipulation and Order cover not only

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Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

4. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, internally developed policies and procedures, confidential logs and business records, and other valuable research, development, commercial, technical, or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action may be warranted. Such confidential and proprietary materials and information may consist of, among other things, confidential business or financial information, information regarding confidential business practices (including standards, procedures, and documents developed internally by the parties), or other confidential research, development or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Such information and documents

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1 include business records and work logs developed, researched, drafted, created,
2 and/or prepared internally by the Parties for use in their business or trade; internal
3 policies and procedures; confidential communications, documents, or information
4 involving private or personal information of the parties or third parties; and/or
5 documents marked confidential and not made available for the public at large.
6 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
7 of disputes over confidentiality of discovery materials, to adequately protect
8 information the parties are entitled to keep confidential, to ensure that the parties
9 are permitted reasonable necessary uses of such material in preparation for and in
10 the conduct of trial, to address their handling at the end of the litigation, and serves
11 the ends of justice, a protective order for such information is justified in this
12 matter. It is the intent of the Parties that information will not be designated as
13 confidential for tactical reasons and that nothing be so designated without a good
14 faith belief that it has been maintained in a confidential, non-public manner, and
15 there is good cause why it should not be part of the public record of this case.

16 **5. DURATION**

17 Even after final disposition of this litigation, the confidentiality obligations
18 imposed by this Order shall remain in effect until a Designating Party agrees
19 otherwise in writing or a court order otherwise directs. Final disposition shall be
20 deemed to be the later of (1) dismissal of all claims and defenses in this action,
21 with or without prejudice; and (2) final judgment herein after the completion and
22 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
23 including the time limits for filing any motions or applications for extension of
24 time pursuant to applicable law.

25 **6. DESIGNATING PROTECTED MATERIAL**

26 6.1 Exercise of Restraint and Care in Designating Material for Protection.
27 Each Party or Non-Party that designates information or items for protection under
28 this Order must take care to limit any such designation to specific material that

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1 qualifies under the appropriate standards. The Designating Party must designate for
2 protection only those parts of material, documents, items, or oral or written
3 communications that qualify – so that other portions of the material, documents,
4 items, or communications for which protection is not warranted are not swept
5 unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations
7 that are shown to be clearly unjustified or that have been made for an improper
8 purpose (e.g., to unnecessarily encumber or retard the case development process or
9 to impose unnecessary expenses and burdens on other parties) expose the
10 Designating Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that it
12 designated for protection do not qualify for protection, that Designating Party must
13 promptly notify all other Parties that it is withdrawing the mistaken designation.

14 6.2 Manner and Timing of Designations. Except as otherwise provided in
15 this Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
17 under this Order must be clearly so designated before the material is disclosed or
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or
22 trial proceedings), that the Producing Party affix the legend
23 "CONFIDENTIAL" to each page that contains protected material. If
24 only a portion or portions of the material on a page qualifies for
25 protection, the Producing Party also must clearly identify the
26 protected portion(s) (e.g., by making appropriate markings in the
27 margins).

28 A Party or Non-Party that makes original documents or materials

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1 available for inspection need not designate them for protection until
2 after the inspecting Party has indicated which material it would like
3 copied and produced. During the inspection and before the
4 designation, all of the material made available for inspection shall be
5 deemed "CONFIDENTIAL." After the inspecting Party has identified
6 the documents it wants copied and produced, the Producing Party
7 must determine which documents, or portions thereof, qualify for
8 protection under this Order. Then, before producing the specified
9 documents, the Producing Party must affix the "CONFIDENTIAL"
10 legend to each page that contains Protected Material. If only a portion
11 or portions of the material on a page qualifies for protection, the
12 Producing Party also must clearly identify the protected portion(s)
13 (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in deposition or in other discovery-related
15 proceedings, that the Designating Party identify on the record, before
16 the close of the deposition, hearing, or other proceeding, all protected
17 testimony.

18 (c) for information produced in some form other than documentary
19 and for any other tangible items, that the Producing Party affix in a
20 prominent place on the exterior of the container or containers in which
21 the information or item is stored the legend "CONFIDENTIAL." If
22 only a portion or portions of the information or item warrant
23 protection, the Producing Party, to the extent practicable, shall
24 identify the protected portion(s).

25 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items does not, standing alone, waive
27 the Designating Party's right to secure protection under this Order for such
28 material. Upon timely correction of a designation, the Receiving Party must make

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1 reasonable efforts to assure that the material is treated in accordance with the
2 provisions of this Order.

3 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time consistent with the Court's scheduling
6 order. Unless a prompt challenge to a Designating Party's confidentiality
7 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary
8 economic burdens, or a significant disruption or delay of the litigation, a Party does
9 not waive its right to challenge a confidentiality designation by electing not to
10 mount a challenge promptly after the original designation is disclosed.

11 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process by providing written notice of each designation it is challenging
13 and describing the basis for each challenge. To avoid ambiguity as to whether a
14 challenge has been made, the written notice must recite that the challenge to
15 confidentiality is being made in accordance with this specific paragraph of the
16 Protective Order as well as Local Rule 37. The parties shall attempt to resolve
17 each challenge in good faith and must begin the process by conferring directly in
18 full compliance with Local Rule 37. In conferring, the Challenging Party must
19 explain the basis for its belief that the confidentiality designation was not proper
20 and must give the Designating Party an opportunity to review the designated
21 material, to reconsider the circumstances, and, if no change in designation is
22 offered, to explain the basis for the chosen designation. A Challenging Party may
23 proceed to the next stage of the challenge process only if it has engaged in this
24 meet and confer process first or establishes that the Designating Party is unwilling
25 to participate in the meet and confer process in a timely manner.

26 7.3 Judicial Intervention. If the Parties cannot resolve a challenge without
27 court intervention, the Designating Party shall file and serve a motion to retain
28 confidentiality within 21 days of the initial notice of challenge or within 14 days of

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the parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier and in full compliance with Local Rule 37. Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation. In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time consistent with the Court's scheduling order if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

8. ACCESS TO AND USE OF PROTECTED MATERIAL

8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 14 below (FINAL

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DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom

disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order unless prohibited by law;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in

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this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 21 days of receiving the notice and accompanying information, the

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Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the

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1 stipulated protective order submitted to the court provided the Court so allows.

2 **13. MISCELLANEOUS**

3 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
4 person to seek its modification by the court in the future.

5 13.2 Right to Assert Other Objections. By stipulating to the entry of this
6 Protective Order no Party waives any right it otherwise would have to object to
7 disclosing or producing any information or item on any ground not addressed in
8 this Stipulated Protective Order. Similarly, no Party waives any right to object on
9 any ground to use in evidence of any of the material covered by this Protective
10 Order.

11 13.3 Filing Protected Material. Without written permission from the
12 Designating Party or a court order secured after appropriate notice to all interested
13 persons, a Party may not file in the public record in this action any Protected
14 Material. A Party that seeks to file under seal any Protected Material must comply
15 with Federal Rules of Civil Procedure and the applicable local rule. Protected
16 Material may only be filed under seal pursuant to a court order authorizing the
17 sealing of the specific Protected Material at issue. Pursuant to Federal Rules of
18 Civil Procedure and the applicable local rule, a sealing order will issue only upon a
19 request establishing that the Protected Material at issue is privileged, protectable as
20 a trade secret, or otherwise entitled to protection under the law. If a Receiving
21 Party's request to file Protected Material under seal pursuant to Federal Rules of
22 Civil Procedure and the applicable local rule is denied by the court, then the
23 Receiving Party may file the information in the public record pursuant to Federal
24 Rules of Civil Procedure and the applicable local rule unless otherwise instructed
25 by the court.

26 **14. FINAL DISPOSITION**

27 Within 60 days after the final disposition of this action, as defined in
28 paragraph 4, each Receiving Party must return all Protected Material to the

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Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 5 (DURATION).

IT IS SO ORDERED.

Dated: 8/7/2023



Hon. Jean P. Rosenbluth, Magistrate Judge

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type full address], declare
 under penalty of perjury that I have read in its entirety and understand the
 Stipulated Protective Order that was issued by the United States District Court for
 the Central District of California on [date] in the case of _____
 [insert formal name of the case and the number and initials assigned to it by the
 court]. I agree to comply with and to be bound by all the terms of this Stipulated
 Protective Order and I understand and acknowledge that failure to so comply could
 expose me to sanctions and punishment in the nature of contempt. I solemnly
 promise that I will not disclose in any manner any information or item that is
 subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for the purpose of enforcing the terms
 of this Stipulated Protective Order, even if such enforcement proceedings occur
 after termination of this action.

I hereby appoint _____ [print or type full name]
 of _____ [print or type full address
 and telephone number] as my California agent for service of process in connection
 with this action or any proceedings related to enforcement of this Stipulated
 Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____